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13 Attorneys for Defendants,  
WELLS FARGO & COMPANY and  
14 WELLS FARGO BANK, N.A.

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17

18 KAYLEE HEFFELFINGER, on behalf of  
herself and all others similarly situated,

19 Plaintiff,

20 vs.

21 WELLS FARGO & COMPANY and WELLS  
22 FARGO BANK, N.A.,

23 Defendants.  
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Case No. 15-cv-02942-SC

**DECLARATION OF CONNIE KOTZMAN  
IN SUPPORT OF DEFENDANTS'  
MOTION TO COMPEL ARBITRATION**

[Filed concurrently with Defendants' Motion  
to Compel Arbitration]

[REDACTED VERSION OF DOCUMENT  
SOUGHT TO BE SEALED]

Judge: Hon. Samuel Conti  
Crm.: 1  
Date: August 28, 2015  
Time: 10:00 a.m.

Action Filed: June 24, 2015

1 I, Connie Kotzman, state and declare as follows:

2 1. I am a Vice President of Wells Fargo Bank, N.A. ("Wells Fargo"). My present  
3 position is Project Manager of the Greater Los Angeles and Southern California Regions.

4 2. My office is located at 25152 Springfield Court, Suite 260, Valencia,  
5 California 91355.

6 3. I have been engaged in banking for 35 years, with 33 of those years at Wells Fargo.

7 4. I have worked as Teller, Service Manager, Sales and Services Manager, and Store  
8 Manager. During the past 13 years, I have been a Market Support Consultant with Wells Fargo.  
9 In that capacity I have supported branches with all policies and procedures, compliance, risk,  
10 and operations.

11 5. I am familiar with the policies and procedures for opening bank accounts, the  
12 distribution of New Account Kits, accepting checks for deposit, online banking enrollment, the  
13 assessment of fees, and all aspects of consumer banking transactions at Wells Fargo in California.

14 6. The documents referred to and attached to this declaration were prepared by  
15 various employees of Wells Fargo and kept in the ordinary course of Wells Fargo's business.  
16 Each of the records was made at or near the time of each act, condition, or event, by someone with  
17 knowledge of them, or by an automated bank system. The making of the records was a regular  
18 practice of the bank. The account statements were retrieved from a computerized system of  
19 records called the Operations Image Browser that maintains images of the statements for each  
20 customer. Account applications are stored on DIPR, the bank's document retrieval system.  
21 Customer disclosures and account agreements are maintained on the Deposit Products Group  
22 website on the bank's intranet. All of the attached documents were retrieved either by myself or  
23 by Wells Fargo employees acting at my direction.

24 7. The following matters are stated based on my personal knowledge and I am  
25 competent to testify thereto if called to do so in a court of law.

1 **Consumer Account Agreement**

2 8. When a customer opens a new personal account at Wells Fargo, he or she is  
 3 provided the operative Consumer Account Agreement (“CAA”). According to the bank’s  
 4 standard operating procedure in 2012, the CAA was included as a part of a shrink-wrapped  
 5 package called the “New Account Kit” that was physically handed to the customer, or mailed to  
 6 him or her, when the account is opened. In 2012, the New Account Kit contained the CAA, the  
 7 Consumer Account Fee and Information Schedule, a brochure regarding Consumer Overdraft  
 8 Services, Wells Fargo U.S. Consumer Privacy Notice, guides to the accounts and common  
 9 checking account fees, and a welcome letter. The customer was also provided a document  
 10 entitled, “Consumer Account Addenda” that reflected any changes in the contractual terms that  
 11 governed the account terms since the packaging of the New Account Kit. The CAA is also  
 12 available upon request at any banking location and is available on Wells Fargo’s website, at  
 13 <https://www.wellsfargo.com/>.

14 9. The version of the CAA in effect in March 2012 when Ms. Heffelfinger opened her  
 15 Wells Fargo consumer accounts was dated effective October 15, 2011 (the “2011 CAA”). A true  
 16 and correct copy of the 2011 CAA is attached as **Exhibit 1**.

17 **Online Access Agreement**

18 10. When a customer enrolls in online banking, he or she receives notification of, and  
 19 must click an “I Agree” button constituting his or her agreement to, the terms of the Online Access  
 20 Agreement (the “OAA”).

21 11. [REDACTED]  
 22 [REDACTED]  
 23 [REDACTED]  
 24 [REDACTED].

25 12. The OAA [REDACTED]  
 26 [REDACTED] dated effective as of September 29, 2011 (the “2011 OAA”). A true and correct  
 27 copy of the 2011 OAA is attached as **Exhibit 2**.

1 [REDACTED]

2 13. [REDACTED] t

3 [REDACTED]

4 [REDACTED]

5 14. [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 15. [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 16. [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 17. [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 18. [REDACTED]

20 [REDACTED] [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 19. [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 20. [REDACTED]

27 [REDACTED]

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[REDACTED]

21. [REDACTED]

[REDACTED]

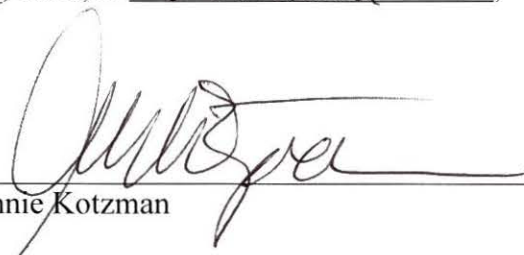
22. [REDACTED]

[REDACTED]

23. [REDACTED]

[REDACTED]

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed August 12, 2015, at Valencia, California.

By:   
Connie Kotzman